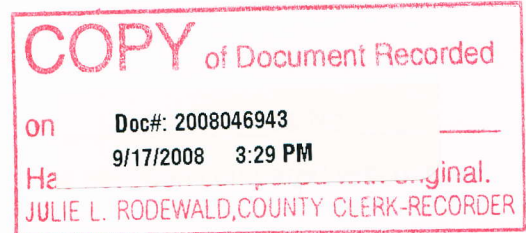


Please record, and when recorded, send to

Excelaron, LLC  
1075 Court St., Su 207  
San Luis Obispo, CA 93401



## MEMORANDUM OF ROAD EASEMENT

APN 085-061-008, 085-071-001, 085-071-003, 085-071-009, 085-071-008,  
085-071-007, 085-081-005, 085-081-001

This Memorandum of Road Easement is made effective August 1, 2008 by and between parties listed herein who are owners of fee interests in certain lands described herein located in San Luis Obispo County, California, (such parties herein referred to collectively as "Grantor") and Excelaron, LLC, a California limited liability corporation, (herein referred to as "Grantee").

### RECITALS

A. This Memorandum of Road Easement memorializes grants a temporary, non-exclusive easement for the term specified herein for vehicular passage for transportation of crude oil, for other operations in support of oil and gas production, and for purpose of maintaining the surface of the road which is the subject of this Agreement (such easement herein called "Easement"); which will run as a covenant with the land as to parcels of real property listed above and described in that certain Exhibit "A" attached hereto and made a part hereof (such parcels of real property herein called "Property").

B. Grantor owns the fee estate in said Property.

C. Grantor desires to concurrently use portions of said Easement for its own purposes.

In consideration of the mutual promises herein set out, Grantor and Grantee hereby agree as follows.

1. Incorporation of Recitals The foregoing Recitals are incorporated herein by reference as if set forth verbatim.

2. Grant of Easement Grantor does hereby grant, transfer, convey and set over unto Grantee a non-exclusive road easement, license and right-of-way over and in the lands listed above and described in Exhibit "A" attached hereto and made a part hereof for Grantee's use for purposes described above.

3. Term of Easement The Easement granted hereby shall continue in force and effect until operations for oil and gas production in Huasna Field cease, as signified by the plugging and abandonment of the last well owned by Grantee.

4. Subject to Road Easement Agreement This Memorandum of Road Easement is made upon the terms,

covenants and conditions set forth in the certain Road Easement Agreement bearing even date herewith by and between the parties hereto covering the real property above described, which Road Easement Agreement is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

Parties hereto execute this Memorandum of Road Easement as of the date first above written.

**Porter Enterprises LLC, a California LLC ("GRANTOR")**



Signature

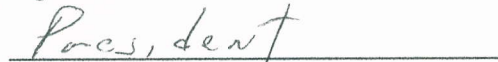


Title

**Porter Enterprises LLC Et Al, a California LLC ("GRANTOR")**



Signature



Title

**Porter Ranch Company LLC ("GRANTOR")**

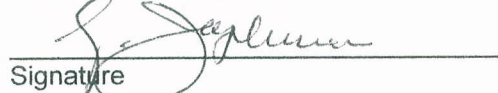


Signature



Title

**Excelaron, LLC ("GRANTEE")**

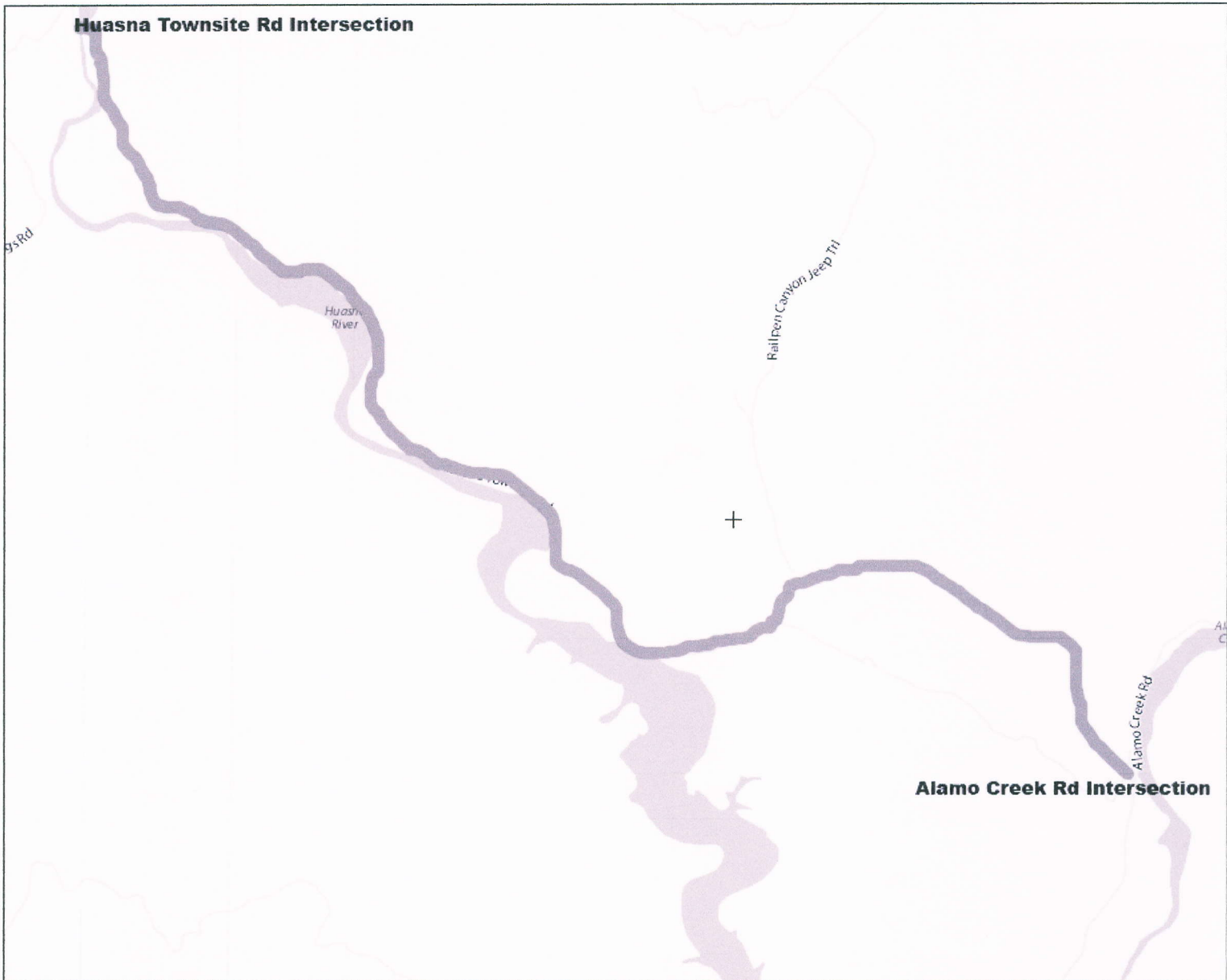


Signature



Title

## Exhibit "A"



The vehicular road which is the subject of the Memorandum of Road Easement to which this Exhibit "A" is attached, has its point of beginning at the Northerly terminus of that certain San Luis Obispo County public road called Alamo Creek Road, in the 10,200 block of said road. From such point of beginning, subject road runs across private lands which bear the Assessors Parcel Numbers as listed in the body of the Memorandum of Road Easement to which this Exhibit "A" is attached, generally Northwesterly approximately two (2) miles to the valley of the Huasna River, then running generally Northwesterly and roughly congruent with the course of the Huasna River approximately four (4) miles to the Northwesterly terminus of subject road, where subject road meets that certain San Luis Obispo County public road called Huasna Townsite Road; as subject road is shown graphically as a grey line on the Map which is included as a part of this Exhibit "A" and labeled Exhibit "A".

## ACKNOWLEDGMENT

State of California

County of Santa Barbara )

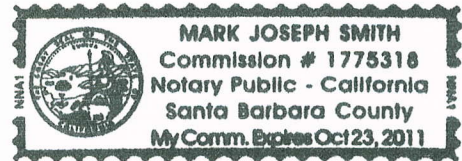
On September 16, 2008 before me, Mark Joseph Smith Notary Public  
(insert name and title of the officer)

personally appeared Charles R. Porter,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mark Joseph Smith (Seal)





## ACKNOWLEDGMENT

State of California

County of SANTA BARBARA

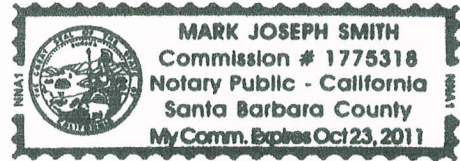
On September 16, 2008 before me, Mark Joseph Smith Notary Public  
(insert name and title of the officer)

personally appeared Charles R. Porter,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mark Joseph Smith (Seal)



## ACKNOWLEDGMENT

State of California  
County of Santa Barbara

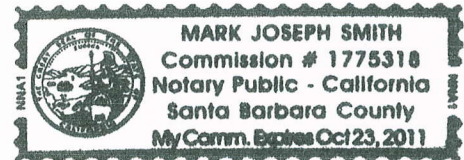
On September 16, 2008 before me, Mark Joseph Smith Notary Public  
(insert name and title of the officer)

personally appeared Charles A. Porter,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mark Joseph Smith (Seal)



## ACKNOWLEDGMENT

State of California

County of Santa Barbara )

On September 16, 2008 before me, Mark Joseph Smith, Notary Public  
(insert name and title of the officer)

personally appeared G. Jagelman,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Mark Joseph Smith

(Seal)

